

2-50-9820

23.00
1.50
INDEX

AGREEMENT TO AMEND RESTRICTIONS, CONDITIONS AND COVENANTS

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS FEB 20 1979 5317 * 24.50

THIS AGREEMENT is made by and between the Estate of David B. Barrow, acting herein by and through the Independent Co-Executors of the Estate of David B. Barrow, namely Nelle I. Barrow, David B. Barrow, Jr., acting by and through his agent and attorney-in-fact, duly authorized, Charles F. Stahl, and Austin National Bank and Austin Corporation, a Texas corporation hereinafter referred to as "Sellers", and L.M. Holder III, William F. McLean, Harvey L. Davis, T. Herndon Wolfe and Environmental Communities Corporation, a Texas corporation, hereinafter referred to as "Purchasers", and Meadow Mountain Corporation, a Texas corporation, hereinafter referred to as "Assignees".

WITNESSETH

WHEREAS, Sellers and Purchasers entered into a Contract of Sale of Real Estate executed January 4, 1979 and recorded in Volume 6428, Page 125, Deed Records of Travis County, Texas; and

WHEREAS, the property sold in the above-referenced Contract of Sale of Real Estate consisted of a total of 280.153 acres; and

WHEREAS, the 280.153 acres were divided into two tracts consisting of 11.66 acres and 268.493 acres; and

WHEREAS, by Deeds executed by Purchasers, Purchasers have assigned and conveyed all of the Purchasers interest in said 280.153 acres to Assignees; and

WHEREAS, certain conditions, restrictions and covenants were imposed upon the above-referenced 268.493 acres by the said Contract of Sale of Real Estate and the Warranty Deed executed by Sellers on January 4, 1979 and recorded in Volume 6428, beginning on page 101, Deed Records of Travis County, Texas, which conditions, covenants and restrictions are contained in Exhibit E of said Contract of Sale of Real Estate and Warranty Deed; and

7316 242

DEED RECORDS
Travis County, Texas

WHEREAS, a tract of 5.00 acres is included in the above-referenced tract consisting of 268.493 acres, which 5.00 acre tract is more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes; and

WHEREAS, it is now the desire of all of the parties to the said Contract of Sale of Real Estate and to the Assignees of said property to amend the restrictions, conditions and covenants as to the said 5.00 acres, which right to amend by mutual agreement is provided for in the said Contract of Sale of Real Estate and Warranty Deed;

NOW THEREFORE, it is hereby AGREED that the property consisting of 5.00 acres and more particularly described by metes and bounds attached hereto as Exhibit "A" shall from the date of the execution of this agreement be subject to the amended restrictions, conditions and covenants contained in Exhibit "B", which is attached hereto and incorporated herein for all purposes and it is agreed that as to the said 5.00 acre tract, the attached amended restrictions, conditions and covenants shall supercede and take the place of the restrictions, conditions and covenants contained in the Contract of Sale of Real Estate and Warranty Deed recorded in Volume 6428, beginning at Page 101, Deed Records of Travis County, Texas, however, as to the remainder of the 268.493 acre tract, the restrictions, conditions and covenants contained in the Contract of Sale of Real Estate and Warranty Deed recorded in Volume 6428, beginning at Page 101, Deed Records of Travis County, Texas, shall remain in full force and effect.

EXECUTED in multiple copies and signed this the 19th day of February, 1981.

ATTEST (CORPORATE SEAL)
Lucille Harris
Lucille Harris, Secretary


AUSTIN CORPORATION
By: Charles F. Stahl
CHARLES F. STAHL, Vice President

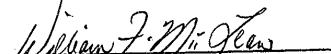
ESTATE OF DAVID B. BARROW
DAVID B. BARROW, JR., INDEPENDENT
CO-EXECUTOR
By: Charles F. Stahl
CHARLES F. STAHL, Agent and
Attorney-In-Fact for David B. Barrow, Jr.

By: Nelle I. Barrow
NELLE I. BARROW, INDEPENDENT CO-
EXECUTRIX

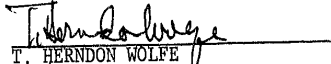
(NO SEAL)
AUSTIN NATIONAL BANK
By: B.G. Gorin
B.G. Gorin, Vice Pres. and Tr. Officer
INDEPENDENT CO-EXECUTOR

2-50-9822


L. M. HOLDER, III



WILLIAM F. McLEAN

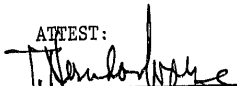

HARVEY L. DAVIS


T. HERNDON WOLFE


(NO SEAL)

ENVIRONMENTAL COMMUNITIES CORPORATION

By: 
T. HERNDON WOLFE, President

ATTEST:

T. HERNDON WOLFE

(NO SEAL)

MEADOW MOUNTAIN CORPORATION
By: 
L. M. HOLDER, III

7316 244

2-50-9823

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. McLEAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 20 day of February, 1981.

NOTARY SEA'

Jane E. Shaw
Notary Public in and for Travis
County, Texas
My Commission expires: 2-11-84
Jane E. Shaw

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared HARVEY L. DAVIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 20 day of February, 1981.

NOTARY SEA'

Jane E. Shaw
Notary Public in and for Travis
County, Texas
My Commission expires: 2-11-84
Jane E. Shaw

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared T. HERNDON WOLFE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 19th day of February, 1981.

NOTARY SEA'

James B. Adams
Notary Public in and for Travis
County, Texas
My Commission expires: 8-18-84
James B. Adams

2-50-5824

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES F. STAHL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, as agent and attorney-in-fact for DAVID B. BARROW, JR., who is the independent co-executor of the Estate of David B. Barrow, deceased, for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office on this the 19th day of February, 1981.

NOTARY SEA'

Clarence P. King
Notary Public in and for Travis
County, Texas Clarence P. King
My Commission expires: 11-30-84

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES F. STAHL, Vice President of AUSTIN CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 19th day of February, 1981.

NOTARY SEA'

Clarence P. King
Notary Public in and for Travis
County, Texas Clarence P. King
My Commission expires: 11-30-84

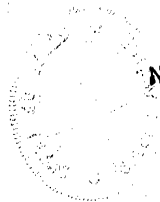
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared L. M. HOLDER, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 19th day of February, 1981.

NOTARY SEA'

James B. Adams
Notary Public in and for Travis
County, Texas
My Commission expires: 8-18-84
James B. Adams



THE STATE OF TEXAS §
COUNTY OF TRAVIS §

2-50-9825

BEFORE ME, the undersigned authority, on this day personally appeared T. HERNDON WOLFE, President of ENVIRONMENTAL COMMUNITIES CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 19th day of February, 1981.

James B. Adams
Notary Public in and for Travis
County, Texas
My Commission expires: 8-18-84
James B. Adams

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared NELLE I. BARROW, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same, as independent co-executrix of the Estate of David B. Barrow, deceased, for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office on this the 19th day of February, 1981.

Clarence P. King
Notary Public in and for Travis
County, Texas Clarence P. King
My Commission expires: 11-30-84

NOTARY SEAL

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared B.G. Gorin, as Vice President and Trust Officer of Austin National Bank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as independent co-executor of the Estate of David B. Barrow, deceased, for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office on this the 19th day of February, 1981.

Clarence P. King
Notary Public in and for Travis
County, Texas Clarence P. King
My Commission expires: 11-30-84

NOTARY SEAL



THE STATE OF TEXAS §
COUNTY OF TRAVIS §

2-50-9826

BEFORE ME, the undersigned authority, on this day personally appeared L. M. HOLDER III, President of MEADOW MOUNTAIN CORPORATION a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 19th day of February, 1981.

NOTARY SEAL.

James B. Adams
Notary Public in and for Travis
County, Texas
My Commission Expires: 8-18-84
James B. Adams

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared T. HERNDON WOLFE, Secretary of MEADOW MOUNTAIN CORPORATION a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 19th day of February, 1981.

NOTARY SEAL.

James B. Adams
Notary Public in and for Travis
County, Texas
My Commission Expires: 8-18-84
James B. Adams

FIELD NOTES FOR
A 5.00 ACRE TRACT

2-50-9827

BEING 5.00 ACRES OF LAND OUT OF THE T. J. CHAMBERS GRANT IN TRAVIS COUNTY, TEXAS; SAID 5.00 ACRES BEING OUT OF A TRACT CONVEYED TO THE MEADOW MOUNTAIN CORPORATION BY DEED RECORDED IN VOLUME 7079, PAGE 1636 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5.00 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin found for the northeast corner of Far West Boulevard;

THENCE with the north right-of-way line of Far West Boulevard North 54°01' East, a distance of 91.86 feet to a point;

THENCE South 35°59' East, a distance of 90.00 feet to the point of Beginning;

THENCE along the east right-of-way line of Far West Boulevard North 54°01' East, a distance of 372.63 feet to a point;

THENCE South 50°56' East, a distance of 415.07 feet to a point;

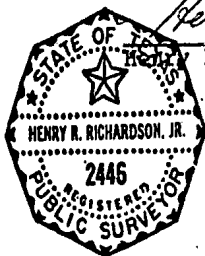
THENCE South 23°33' East, a distance of 210.39 feet to a point;

THENCE South 43°17' West, a distance of 159.91 feet to a point;

THENCE South 81°55' West, a distance of 141.54 feet to a point;

THENCE North 50°56' West, a distance of 590.00 feet to the POINT OF BEGINNING containing in all 5.00 acres of land more or less.

Field Notes prepared by Jeryl Hart Engineers, Inc. in January, 1981.



Henry R. Richardson, Jr.
Henry R. Richardson, Jr., R.P.S. #2446

1-30-81
Date

7316 249

2-50-9828

Jeryl Hart Engineers, Inc.
CONSULTING ENGINEERS
AUSTIN, TEXAS

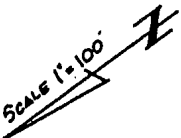
Meadow Mt. Corp.
Vol. 7079 Pg. 1636

5.00 AC.

Meadow Mt. Corp.
Vol. 7079 Pg. 1636

MAP TO ACCOMPANY
FIELD NOTES

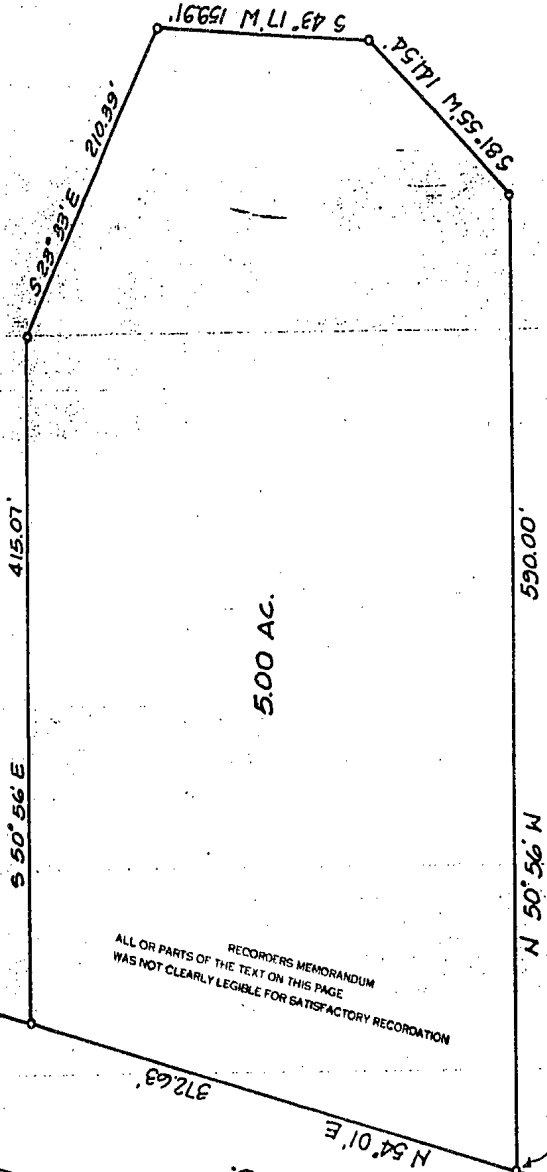
RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION



Meadow Mt. Corp.
Vol. 7079 Pg. 1636

7316 250

LADERA NORTE
CAT
NORTH
78 Pg. 36



P.O.B.
S 58° 55' E 50.00'
N 54° 01' E

EXHIBIT B

It is expressly stipulated that all land in the foregoing Exhibit "A" i.e. the 5.00 acres shall be subject henceforth to the following conditions, restrictions, covenants, running with the land as follows:

1. Designation of Use

All lots shall be used for single or multi-family residential purposes. No lot shall be used for an industrial site, nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No house trailer, tent, shack, garage apartment or other out-building shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Architectural Control and Building Plans

For the purpose of insuring high development standards, the Developer, or in its absence or inability to act, an Architectural Committee appointed at intervals of not more than five years by the then owners of a majority of the lots in the subdivision, reserve the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall, or other structure shall be placed upon such lot until the plan therefor and the plot have been approved in writing by the Developer. Refusal of approval of plans and specifications by the Developer, or by the said Architectural Committee, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same have been commenced.

5. General Covenants

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in the subdivision, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall agree to abide by and fully perform the foregoing conditions, restrictions uses and covenants which shall be binding until January 1, 1998. On and after January 1, 1998, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in said subdivision, each lot, or plot, to admit of one vote.

6. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in the subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from doing so, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise effect any of the others which shall remain in full force and effect.

The above and foregoing restrictions and covenants shall run with the land as aforesaid but are, subject to being changed or amended by mutual agreement between Sellers and Purchasers at any time prior to any sale whereby the rights of other purchasers or third parties would prevent any change by reason of vested rights.

FILED

FEB 20 2 22 PM '81

Louis E. Hughes
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

FEB 20 1981
Louis E. Hughes
COUNTY CLERK
TRAVIS COUNTY, TEXAS